

REQUEST FOR PROPOSALS (RFP) No. 742
FOR
RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

PRE-PROPOSAL CONFERENCE TO BE HELD:

October 6, 2010 at 9:30 AM (local time)
111 NW 1st Street, 12th Floor, Conf. Rm. 12A, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Department of Procurement Management (DPM)
for
General Services Administration Department

COUNTY CONTACT FOR THIS SOLICITATION:

Contracting Officer: Andrew Zawoyski, CPPO
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PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

November 5, 2010 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade General Services Administration, is soliciting proposals to obtain a comprehensive Risk Management Information System (RMIS). The selected RMIS will serve as a replacement for the County's existing legacy worker compensation and liability claims processing system. It is desired that the selected Proposer provide a complete commercially available turn-key RMIS solution including but not limited to implementation, configuration, data conversion, testing, training, and maintenance and technical support services.

The County anticipates that the selected solution will be completed (provided, customized, installed, integrated, tested and accepted) within a six month period. It is anticipated that any agreement issued as a result of this RFP will include the six month period to complete the system and a five year period for maintenance and support services. Additionally, the County reserves the right to issue up to two (2) five (5) year options to renew for technical support and maintenance services at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	September 23, 2010
Pre-Proposal Conference:	See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the DPM ADA Coordinator at (305) 375-1564 at least five days in advance.
Deadline for receipt of questions:	October 15, 2010, close of business
Proposal due date:	See front cover for date, time and place.
Evaluation process:	Starts in December, 2010
Projected award date:	April 2011

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception.

The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be

made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

The County currently utilizes CS Stars ClaimSuite of products to monitor a current workers' compensation and liability claims processing system. The system contains approximately thirty-four (34) years of data. It has been in various forms of systems. It is the County's intent to replace this system with a solution that will provide improved risk management business processes to include but not be limited to incident and claims-related processes, loss prevention processes, and fiduciary controls processes.

2.2 Project Objective

The objective of this Request for Proposal (RFP) is to solicit proposals to purchase or host a system, to fully implement the system, and ensure long-term maintenance for a comprehensive, commercially available, multi-line property and casualty claim and risk management information system (RMIS). It is the goal of this

solicitation to identify, review, and procure a software solution to replace the County's current workers' compensation and liability claims processing system.

The proposed solution will be a software purchase or hosting of system modules that can be installed on the County's servers or hosted by the selected RMIS vendor. The County currently supports the Microsoft .Net framework, MS SQL Server, Oracle, AS/400, and IBM (DB2) databases. It is highly desirable that the proposed solution be designed for application processing and databases consistent with the above platforms under current Microsoft Operating Systems, AIX, or IBM OS/400.

The solution will be complete and include application software, implementation, configuration, and maintenance and support services. The County expects to receive assistance from the selected contractor staff for the planning, installation, integration, configuration, data conversion, testing, training, go-live implementation, and on-going maintenance and technical support services.

The core functionality that the County requires in the RMIS solution is detailed in this RFP. It is the County's desire that the proposed RMIS achieve each of the following project goals:

1. Improve internal efficiency and effectiveness of the claim management processes;
2. Maintain and improve fiduciary controls and automation;
3. Improve access and tracking of incident and claim information;
4. Improve data integration with County departments;
5. Provide effective risk and claims management services.

Specific business and technical improvements to be achieved include:

1. Greater real-time access to data across Risk Management Division (RMD) units and County departments;
2. Improved data quality standards and best practice processes;
3. Expanded incident and claim information captured and maintained;
4. Expanded functionality and usage of RMIS;
5. Consolidation of historical and ongoing claim information from multiple sources into one platform;
6. Improved reporting capability for claims and financial transactions.

2.3 Scope of Project

Miami-Dade County seeks a robust, comprehensive RMIS solution through a software purchase or licensing agreement. Contractors proposing solutions should ensure that the RMIS database is among the following, in order of preference: MS SQL Server, Oracle, IBM/DB2, or IBM AS/400 DB. The County's operating systems comprise the Microsoft Operating System, OS/400, or IBM AIX operating environment.

2.3.1 Proposed RMIS functionality:

The County desires that the proposed RMIS include the following modules:

1. Liability Management
2. Workers' Compensation Management
3. WC Medical Bill Review and Fee Schedule
4. Florida WC Electronic Data Interchange (EDI)
5. Risk Management Portal
6. Report Management
7. Check-Writing
8. Rules-based security.

The County desires that the selected Proposer provide all system implementation services, which include but are not limited to:

1. Prepare hosting infrastructure (if hosted on County servers)
2. Installation
3. Configuration
4. Customization
5. Testing
6. Data cleansing, migration (conversion) and validation
7. Reporting samples and cross-walks
8. Verify reporting
9. User Acceptance Testing
10. Turn-over

Training should occur on-site at the County's offices in downtown Miami, and include a combination of "train-the-trainer" and direct training of users (approximately 95 users), with a minimum of 120 hours of training provided on-site.

The selected Proposer will provide online and hardcopy user manuals, online help, and training manuals, as well as electronic CBT automated training for users whenever there is a version upgrade or other change. Please note the County requires advance written notice of any system upgrades or corrections.

The selected Proposer will provide a designated project manager throughout the life-cycle of the project to offer a consistency of service during the main project deliverables. The designated project manager is expected to continue through the length of the implementation process and will facilitate activities such as the items listed below.

1. Software installation and configuration
2. Application customization
3. Testing and data validation
4. Training
5. Change management
6. Data conversion
7. Change control processing
8. Status reporting
9. Stakeholder meetings
10. Technical Support Services.

The County has approximately 34 years of electronic claim history and other data in the CS Stars Risk Management System that must be converted and made accessible by the new solution. The current claim history information is as follows: (values are approximate)

1. 250,000 total claims
2. 5,800 total open claims
3. 24,000 vendor records
4. 2,900,000 payment records
5. 19.5 gigabytes of physical database space

The selected Proposer will perform data conversion of the files as stated above. Tasks and deliverables include but are not limited to the following:

1. Cross-walk with CS Stars
2. Data review and cleansing
3. Conversion of historical data
4. Archive old data
5. Data exception review
6. Actual conversion
7. Data validation and testing

8. Re-clean-up of exception data.
9. Data validation and retesting
10. Cutover to production.

The selected Proposer will provide long-term support and maintenance services. This includes warranties against "bugs," functional deficiencies, performance issues, and user and technical support. The selected Proposer will also provide to the County version upgrades as follows:

1. Patches
2. Release notes, updated documentation, updated online help
3. Information concerning legislative requirements
4. Customer (User Groups) driven changes either reflecting functional deficiencies identified by customers or new business requirements, or reporting requirements identified by customers.

2.3.2 Functional System Requirements

This section defines the RMIS software functional and system requirements within the context of the County's Risk Management operational and workflow procedures, and IT standards.

2.3.2.1 System Administration

The County desires a RMIS solution that contains rules-based security and enables the County system administrator(s) to define user groups and individual privileges. The proposed solution's system administration functions should enable the administrator to customize functionality, code tables, end user access, through a series of screens containing administrative controls. If the County adds user-defined tables to the RMIS system, the software should provide access rights to add, edit, and delete data from those tables accordingly.

2.3.2.2 System Security

The County desires system security that has the capability to assign users and user groups as needed. Functions should include, but not be limited to:

1. Record a user's profile (name, location, contact information)
2. Assign a group or role(s) to the user, including read-only
3. Restrict entire groups and users from identified sections of the system
4. Assign a department/location to a user profile
5. Assign a user's reserve authority
6. Assign a user's payment authority
7. Restrict users to a specific coverage(s)
8. Restrict users to a specific department(s) or location(s)

The County desires a solution that provides for strong passwords, unique used name/password identification, lock-out access after a certain number of attempts (with reset capability for the system administrator), and have https/128-bit encryption.

2.3.2.3 Audit/History

The County desires software that has the capability to provide history on any data element identified by the County as requiring history. An audit trail must include, at minimum, the user, date, time, and actual data that is changed (from and to).

2.3.2.4 Claim Information Access

The County desires a solution that has the capability to transfer claim information from one claim or adjuster to another. An audit trail for all of the following information transfer functions is needed:

1. Transfer a claim or group of claims too another user.
2. Transfer a payment from one claim to another
3. Transfer an adjuster diaries (all diaries) from one user to another
4. Transfer specific notes/comments to another claim

2.3.2.5 Online Help

The County desires online help information that is updated as new functions are added or existing functions are remedied. The solution should also allow system administrator the ability to edit an online help screen. The selected Proposer should maintain the edited version in new releases any online help updated by the County.

2.3.2.6 Vendor Data

The County maintains a substantial database related to the vendors and contractors who provide services related to the risk management claim processes. The County desires a solution that has the capability for authorized users to add, edit and inactivate vendor data. The vendor functionality must accommodate relationships such as vendors with a parent company (W9), subsidiary companies, and multiple locations, and also allow vendor records to be assigned one or more vendor types. The functionality to delete vendors must be strictly controlled and only be allowed if the vendor has no payment transactional history.

2.3.2.7 Form and Letter Templates

The County desires a solution that allows a system administrator to create and edit standard form and letter templates. The solution should have the ability to broadcast alerts and automated e-mails when specified forms and letters are used.

2.3.2.8 Archive and Archive Retrieval

The County desires solution that has the capability to archive data based on rules defined by the County. The archived data should be flagged so that it will be excluded from reports unless a report specifically allows archived data to be included. A user should be notified during a search or index function that a claim is archived and given the option to include or exclude. A user should have the capability to transfer an archived to the live-production.

2.3.2.9 Code Tables

The County desires a solution that has the ability to allow a system administrator to add and update codes and descriptions.

2.3.2.10 Department and Location

The County desires a solution that has the capability to enter an unlimited number of departments, location, funding structure levels to adequately define and the Department/Location Assignment

2.3.3 General Solution Requirements:

This section refers to commonly used functions that should be accessible throughout the proposed solution. The County desires a RMIS that includes the following at a minimum:

1. The ability to export/import data in multiple formats, including comma delimited format and Microsoft Excel formats.
2. The ability to use Microsoft Outlook functionality in relation to a claim or incident
3. The ability to fax electronic documents using the County's internal fax service.
4. A consistent calendar pull-up associated with each date field.
5. A calculator available at appropriate screens.
6. The functionality to allow an administrator to create and maintain a rules engine or triggers that automate functions as initiated by system dates and claim management activities. The following list is an example of activities that can be automated based on dates and claim activities:

- a. Automatically archive claims that have been closed and no activity for a specified period of time.
 - b. Automatically close claim files with specific claim types and no claim activity for a specified period of time.
 - c. Automatically create diaries based upon activities or client activities.
7. A worksheet specifically designed to provide the ability to calculate and populate Florida workers' compensation statutory forms.
 8. An area specifically designed as a "start-up" page where a user can customize to best suit their needs. The software should have predefined "start-up" and claim information page views by user role. The standard page view would be different for roles that are view-only compared with roles that have update security rights.
 9. A "Dash-Board" feature that can be formatted for specific roles, containing pre-defined information related to the users individual tasks or management needs.
 10. User-specific notes/comments not captured or attached to a claim file or accessible by any other user; this should operate as posting an electronic "sticky" note on your computer.
 11. The capability to perform claim reviews from within the claim and risk management system based upon templates provided by the County. The claim review components should be available in the Dash-Board feature.

2.3.4 Incident and Claim Management:

The incident and claim management functionality of the proposed a solution must include all aspects of a traditional claim handling system including claim entry and tracking, payments, reserving, notes/comments, and diaries. The County desires a RMIS solution with incident and claim management functions that include:

1. The ability to search and index claims, and incidents using a wide range of data elements. The search functionality must include partial string capability using the "starts-with" feature; "wildcards" and "sounds-like" search fields are desirable but not mandatory. The following are preferred search fields:
 - a. Claimant Name
 - b. Date of Incident
 - c. Date of Birth
 - d. Social Security Number
 - e. Employee Number
 - f. Docket/Case Number
 - g. Adjuster's Name
 - h. Location of Accident
 - i. Department
2. The ability to enter new claims and incidents via a dynamic system driven Intake process according to the type of loss being reported. The new claim intake process must contain information relevant to the following property and casualty coverages:
 - a. Auto Liability
 - b. General Liability
 - c. Professional Liability
 1. Medical Malpractice
 2. Police Liability
 - d. Property
 - e. Workers' Compensation

3. The ability to accommodate County specific codes, along with all of the customary data elements expected in an advanced RMIS.
4. A County-defined confidentiality and non-disclosure acknowledgement screen that must be agreed to before a user can access the solution.
5. The functionality to process workers' compensation medical bills in accordance with all Florida statutory billing and reporting rules and procedures, along with the ability to support the County's cost containment partnerships with other vendors. The preferred solution includes:
 - a. Ability to reduce the medical bills to Florida's fee schedule rate and generate an Explanation of Reimbursement / Explanation of Benefits (EOR/EOB) with the statutorily required codes and data.
 - b. Ability to upload the billing documents to a specific claim in RMIS.
 - c. Ability to load medical bill payable data into the system for payment processing and EDI reporting. Note that the County's preference is for OCR or other document management component to read the invoices and automatically upload the data.
 - d. Ability for an adjuster to view the bill in the system with processing options such as, deny, approve, return, etc.
 - e. Provide an adjuster an accessible view of the EOR/EOB linked to each payment and ability to easily request a reprint as needed.
 - f. Provide an audit tracking process to display when a bill has been received, and uploaded, an adjuster action has been taken, a referral to a vendor partner, bill payment or bill returned date, etc.
6. The ability to accept and integrate the management of a payable file from the County's Pharmacy Benefit Management (PBM) Company.
7. The ability to comply with all Florida's WC EDI requirements.
8. The financial processing capabilities typically found in advanced claims and risk management information system, including but not limited to:
 - a. Reserve screens and functionality that are coverage specific, contain reserve worksheets, and reserve authority automated notification based on a user's profile and security.
 - b. Payment entry pages and functionality that are coverage specific with sufficient detail to satisfy Florida's workers compensation payment requirements.
 - c. Payment approval process that is specific to a user's payment authority and security profile, and an automated approval process that adheres to the County's requirements.
 - d. Payment issuance processes that are flexible and can be modified by the County and can print on County check stock or blank paper.
 - e. Payment issuance reports that contain all of the pertinent information regarding a specific payment cycle.
9. The functionality to generate and send a financial transaction to an Automated Clearing House (ACH) service. The RMIS functionality would create a repetitive payment (deposit) to a claimant's bank account or debit card in lieu of producing a physical check. The services would also include the ability to accept subrogation payments via credit and debit cards, or directly from an adverse party's bank account into RMIS.

10. The ability to capture information related to the County's Service Connected Disability Leave ordinance for eligible workers' compensation injuries and illnesses that provide additional benefits. The functionality required is the coordination of short-term and long-term disability benefits to workers' compensation wage replacement.
11. The ability to enter detailed information related to litigation but not limited to, status reports, legal events, and calendars.
12. The ability to enter detailed information related to the claimant's/employee's medical condition, medical consultations, and medical case management assignments and status.
13. The ability to record notes/comments pertaining to a specific claim or incident.
14. The ability to record and assign diaries/action items related to a system user and a specific claim.
15. The ability to associate a Microsoft Outlook e-mail with a specific claim note/comment.
16. The ability to gather and maintain detailed contact information related to a claim or incident. The contact information may be entered or selected from a current contact/vendor list and associated with a specific claim.
17. The ability to generate letters and forms from RMIS, automatically pre-filled with known claim information such as claim number, claimant name, demographic information, and adjuster name. The letters and forms should be saved as a .pdf or contain the original data stamp for auditing purposes. The selected Proposer will convert an initial set of letters and forms into the new system.
18. The ability to attach a wide variety of electronic formats to a specific claim or vendor. The functionality must be flexible to allow the electronic files to be categorized by type and organized to the users needs.
19. The ability to group claims and incidents based on a single event into claim/incidents with multiple claimants.
20. The ability to print an abstract report that summarizes general claim, legal, financial, and notes/comments information from a specific claim.
21. The ability to record in Notes/Comments County-identified tasks that have been completed.
22. The ability to manage and report to the Centers for Medicare and Medicaid Services in order to satisfy the Medicare Secondary Payer Mandatory Reporting requirement.
23. Contain a full set of national standard code sets in RMIS, including but not limited to (1) The National Counsel on Compensation Insurance (NCCI); (2) The International Classification of Diseases, (ICD9); (3) Current Procedure Terminology (CPT); (4) The Diagnostic and Statistical Manual for Mental Disorders (DSM4).

2.3.5 Messaging and Communication

The County desires functionality within the solution to allow messaging for the system-wide information to be communicated to all users from within the application. The internal messaging feature should be distributed in an alert pop-up format or banner style scrolling across the screen.

2.3.6 Reporting:

The County desires that the RMIS solution include "standard reports" as well as ad-hoc reporting capabilities using Microsoft reporting capabilities. The following is a partial list of the County's "standard reports".

1. Claim and incident management reports

2. Financial Reports
3. Cost allocation reports
 - a. Workers' compensation cost of risk allocation report uses a 3 year loss triangle with an actuarial split of 80/20, preloaded with department total man-hours and a premium range to calculate the allocation that best meets the needs of the County. Select departments may be excluded from the calculation.
4. Data exception reports
5. As-of reporting
6. Litigation reports
7. Department specific reports
8. Policy/Coverage specific reports:

Aviation liability claim paid reports that are used to track the \$50,000 self insured retention and first layer of insurance with: (1) A monthly report for the property and casualty team and the brokers; (2) A weekly report for the liability adjusters who handle Aviation claims.
9. Abstract reports
10. Workers compensation and liability specific reports
11. 1099 extract report that provides a formatted file to the County's Finance Unit.
12. Vendor management reports
13. Florida's WC Unit Statistical Report (SI 17)
14. Administrative reports
15. Fiscal year-end data extract for actuaries.

In addition the County desires to have the ability to create ad-hoc and additional reports based on any data field in the system, and the ability to schedule reports to process at various times.

Access to reports and report creation should be assigned to user roles, and exportable in a variety of electronic formats. Reports should also be distributed by system e-mail and user work queues.

2.3.7 Interfaces:

County desires that the RMIS solution interface with the County applications, as detailed below, and import data from other County systems and vendors. The interfaces are needed to ensure a seamless flow of information related to the claim management process. The following is a list of interfaces required by the County:

2.37.1 Required Interfaces:

1. Personnel and Payroll System: The County requires the capability to view employee payroll, demographic and time/leave information related to a WC claim for benefits.

2. Contracted Banking System: The County requires the ability to transmit data files related to "Positive Pay". The County also desires to receive cleared check files and apply the transaction to the payment history to the individual claim.
3. PBM: The County requires the capability to transmit the eligibility file and receive the payable file.
4. Human Resources Department: The County requires the capability to receive the employee demographic file related to WC claim intake.
5. Human Resources Department: The County requires the capability to transmit the employee workers' compensation eligibility file to create the wage statements.
6. Insurance Service Office (ISO): The County requires the capability to transmit and receive electronic data files related to Index Bureau inquiry process.

Optional Functionality

The following modules are desirable on an optional basis.

2.3.7.2 Interfaces - Cost Sensitive:

The County will consider the following interfaces. The County desires that the RMIS solution interface with the County applications, as detailed below, and import data from other County systems and vendors. The interfaces are needed to ensure a seamless flow of information related to the claim management process. The following is a list of interfaces required by the County:

1. Subrogation Management System: The County desires read/write capability related to WC or Liability subrogation claims.
2. Client Profiles: The County desires read/write capability to interface with the County's Attorney's office litigation management system.
3. Medicare Secondary Payer Mandatory Reporting: The County desires the ability to transmit and receive electronic data files with the Centers for Medicare and Medicaid Services.

2.3.8 Certificates:

The RMIS solution certificates issuance and tracking requirements may include:

1. The ability to issue and distribute an ACORD Insurance Certificate and maintain the ACORD information for future use.
2. The ability to enter and manage insurance requirements for various County entities and contractors.
3. Contain a process to enter and review ACORD certificate requests.

2.3.9 Subrogation:

The County desires that the RMIS solution subrogation functional requirements include:

1. The ability to capture data customarily associated with subrogation claim handling.
2. The ability to track subrogation opportunities from within a specific claim, and as a separate and distinct claim.

3. The functionality to issue and track subrogation template letters.
4. The functionality to track subrogation recoveries and time-payment arrangements.
5. The ability to produce reports related to new subrogation opportunities and financial recovery activities.

2.3.10 Policy Tracking:

The County desires that the RMIS policy tracking functional requirements include:

1. The ability to capture and manage data related to the County's overall insurance programs, policy limits and individual policies. The County does not issue insurance policies in any form.
2. Detailed property and casualty policy data and the functionality to associate individual claims to policies and policy limits.
3. Industry-recognized asset schedules and templates.
4. Construction, Occupancy, Protection and Exposure (COPE) data standard for tracking property information.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Technical Criteria

Points

1. Proposer's relevant experience, qualifications, and past performance

25

2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15
3. Proposer's approach methodology to providing the services requested in this Solicitation	10
4. Proposed Solution functionality, implementation and other objectives and requirements as stated	40
<u>Price Criteria</u>	<u>Points</u>
5. Proposer's proposed price	10

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by the Department of Procurement Management for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Procurement Management at (305) 375-2378 or access www.miamidade.gov/dpm. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that

preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. The County Manager or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

- A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County

Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, recommendations to award or reject will be posted on the Department of Procurement Management website.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

C. Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

D. User Access Program

Pursuant to Miami-Dade County Ordinance No. 03-192, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package



(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT

AGREEMENT NAME

THIS SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("AGREEMENT") MADE AND ENTERED INTO AS OF THIS _____ DAY of _____, 2010 BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND _____, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF _____, HAVING ITS PRINCIPAL OFFICE AT _____ (HEREINAFTER REFERRED TO AS THE "LICENSOR").

RECITALS

A. County is the owner of, or has acquired rights to, the SOFTWARE NAME/TITLE Software and Documentation (as defined below).

B. Licensor desires to grant to the County and the County desires to obtain from the Licensor a nonexclusive perpetual license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

C. Licensor shall provide the required maintenance and support services for the Software licensed by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Deliverables" and "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to County by Licensor in connection with the Software.

1.2 "License Fee" shall mean the fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".

1.3 "Software" shall mean the computer programs in machine readable object code form listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to the County by the Licensor pursuant to this Agreement. Exhibit "A" may be amended from time to time by the parties in writing.

1.4 "Projects" and "Services" shall mean enhancements or modifications to the licensed Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.5 "Maintenance and Support Services" shall mean the technical support and maintenance required



for the County to achieve optimal performance of the licensed Software.

ARTICLE 2. GRANT OF RIGHTS

2.1 License. The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software on County owned equipment.

2.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Licensors, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Licensors and amended in Exhibit "A".

ARTICLE 3. DELIVERY

3.1 Software. The Licensors shall deliver to the County a master copy of the Software licensed hereunder in object code form, suitable for reproduction, in electronic files only.

3.2 Web Based Software. Web based applications shall be delivered to the County within seven (7) days of the execution of this Agreement. All County license keys, usernames, and passwords shall be authenticated by the Licensors and perform according to Appendix A "Scope of Services".

3.3 Documentation. The Licensors shall deliver copies of the associated Software Documentation to the County.

ARTICLE 4. AGREEMENT TERM

4.1 The Agreement shall become effective on the date stated on Page 1 of this Agreement and shall be for the duration of six years and 180 days. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) five (5) year periods.

4.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

4.3 Notification. The County will notify the Licensors in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensors, upon approval by the Board of County Commissioners.

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

5.1 Licensors Obligations. Licensors shall provide the County with the following support and maintenance services for the products licensed by the County:

- a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- d) Provision of available major upgrades (version with substantially enhanced volume of functions).
- e) Information via electronic communication (email) when new minor/medium/major updates are available.



The support and maintenance services listed in this clause 5.1 only comprise the products licensed to the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

5.2 Telephone Support. For the term of this Agreement, Licensor shall provide telephone customer technical support services in the following manner: Queries for specific technical problems and failures are possible at any time. The County desires telephone customer technical support services Monday through Friday from 7 am to 5 pm local time. The County desires a response to the County within one (1) hour after the County places the initial telephone service call. The County desires a resolution within eight (8) hours, as further detailed below ("Escalation Procedure for Unresolved Issues"), from the time the authorized County personnel places a service call with the selected Proposer's support personnel.

5.3 Escalation Procedure for Unresolved Issues. Notwithstanding the requirement stated in 5.2 above "Telephone Support", in the event issues of technical support are not resolved within the initial four (4) hours, the County desires that the technical issue be escalated to the selected Proposer's higher-level resources for timely resolution.

5.4 Subject Matter of Support Services. The subject matter of support services in clauses 5.2 and 5.3 above is the help with installation or operation problems and alleged program errors.

5.5 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of a monthly/annual rate upon invoicing by licensor as set forth in Appendix B "Price Schedule".

ARTICLE 6. SOFTWARE MODIFICATIONS

Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.

ARTICLE 7. LICENSE FEES AND PAYMENT

7.1 Total Compensation. The Licensor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Licensor deemed necessary in order to determine the price the Licensor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____). The County shall have no obligation to pay the Licensor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Licensor.

All Services undertaken by the Licensor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Licensor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

7.2 License Fee. In consideration of the license rights granted in Article 2 above, the County shall pay the Software License Fee as set forth on Appendix B "Price Schedule" attached hereto.



7.3 Consulting Fees. In consideration of any consultant fees associated with Services provided herein by the Licensors, the County shall pay the Software License Fee as set forth on Appendix B "Price Schedule" attached hereto.

7.4 Technical Support and Maintenance Services. In consideration of any technical support and maintenance services, the County shall pay the Software License Fee as set forth on Appendix B "Price Schedule" attached hereto.

7.5 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Licensors may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

7.6 Invoices. The Licensors agree that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Licensors, which are directly attributable or properly allocable to the Services, the Licensors may bill the County periodically, but not more than once per month, upon invoices certified by the Licensors pursuant to Appendix B – Price Schedule. All invoices issued by the Licensors, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Licensors. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensors to the County as follows:

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 8. PROTECTION OF SOFTWARE

8.1 Proprietary Information. The Licensors acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

8.2 Proprietary Rights. The Licensors hereby acknowledge and agree that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by



the County to the Licensor hereunder, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Licensor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Licensor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Licensor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Licensor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Licensor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County.

8.3 Ownership. County acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor.

ARTICLE 9. CONFIDENTIALITY

9.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

9.2 Acknowledgement. County hereby acknowledges and agrees that the equipment and associated software constitute and contain proprietary products and trade secrets of the Licensor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Licensor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Licensor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.
- b) In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.



9.3 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

9.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

9.5 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 10. WARRANTIES

10.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

10.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the County equipment, will perform substantially as described in Licensor's then current Documentation for such Software for a period of one year from the date of acceptance by the County.

Licensor warrants and represents that Licensor and Licensor's personnel possess such expertise, experience and resources to provide the equipment and services required under the Agreement in a diligent, timely and professional manner consistent with the highest standards of the industry. Licensor further warrants that all software and services provided will be in conformance with the specifications provided by Miami-Dade County. Licensor further warrants that Licensor will assign the manufacturer's warranties for software to the County or provide comparable warranties.

Licensor warrants and represents to the County that software systems developed, distributed, installed or programmed by Licensor pursuant to this Agreement (a) will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of the Agreement, including without limitation all specifications and/or functionality and performance requirements; (b) that all date recognition and processing by the software system will include the four-digit format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by the software system that includes a "year category" will be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software systems to comply with the Agreement, Licensor will, within sixty (60) days and at no cost to the County, replace or correct the software system(s) that does not comply with the Agreement.



The warranties set forth above will not be subject to any disclaimer or exclusion of warranties or to any limitation of Licensor's liability under the Agreement. Licensor will provide a contact person available and authorized to remedy any non-conformity with these warranties. The software publisher and its authorized distributor shall guarantee that all software provided shall perform as specified (satisfaction guarantee). The County requires this "satisfaction guarantee" or the software will be replaced.

10.3 Limitations. Notwithstanding the warranty provisions set forth in Section 10.2 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation.

ARTICLE 11. INDEMNIFICATION

The Proposer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by FPL or its employees, agents, servants, partners principals or subcontractors. The Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Proposer shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.



All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY AGREEMENT NUMBER AND TITLE OF AGREEMENT MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Licensor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Licensor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Licensor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Licensor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Licensor shall be in default of the contractual terms and conditions and award of this Agreement will be rescinded, unless such time frame for submission has been extended by the County.

The Licensor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of this Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Licensor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend this Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

**ARTICLE 12. DEFAULT AND TERMINATION**

12.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

12.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Licensor and in such event:

- a) The Licensor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

12.3 Events of Default. This County may terminate this Agreement if any of the following events of default occur: (1) if the Licensor fails to perform or comply with this Agreement or any provision hereof; (2) if the Licensor fails to strictly comply with the provisions of Article 9 (Confidentiality) or makes an assignment in violation of Article 14 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

12.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 8 (Protection of Software), or 9 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

ARTICLE 13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

- (1) To the County Project Manager:



Miami-Dade County

Attention:

Phone:

Fax:

E-mail:

and to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-
Fax: (305) 375-

(2) To the Licensor

Attention:

Phone:

Fax:

E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 14. NONASSIGNABILITY

Licensor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 15. INSPECTOR GENERAL REVIEWS

15.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensor, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licensor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensor or any third party.

15.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the



Office of the Inspector General which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Licensor. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

15.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following Agreements: (a) IPSIG Agreements; (b) Agreements for legal services; (c) Agreements for financial advisory services; (d) auditing Agreements; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance Agreements; (h) revenue-generating Agreements; (i) Agreements where an IPSIG is assigned at the time the Agreement is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted Agreement at the time of award

15.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County Agreements including, but not limited to, those Agreements specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Agreements, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.

Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 16. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 17. COUNTY USER ACCESS PROGRAM (UAP)**

17.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

17.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary. The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

17.3 Licensor Compliance. If a Licensor fails to comply with this Article, that Licensor may be considered in default by the County in accordance with this Agreement.

ARTICLE 18. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Licensor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Agreement.
- c) Environmental Protection Agency (EPA), as applicable to this Agreement.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or



termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Licensor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Licensor, constitute a violation of any law or regulation to which Licensor is subject, including but not limited to laws and regulations requiring that Licensor conduct its operations in a safe and sound manner.

ARTICLE 19. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Licensor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Licensor confirms its knowledge of and commitment to comply with the following:



1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 20. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by its Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the



Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year.

ARTICLE 21. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 22. EMPLOYEES ARE THE RESPONSIBILITY OF THE LICENSOR

All employees of the Licensor shall be considered to be, at all times, employees of the Licensor under its sole direction and not employees or agents of the County. The Licensor shall supply competent employees. Miami-Dade County may require the Licensor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 23. INDEPENDENT CONTRACTOR RELATIONSHIP

The Licensor is, and shall be, in the performance of all Work and Services under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Licensor's sole direction, supervision and control. The Licensor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Licensor's relationship and the relationship of its employees to the County shall be that of an independent Licensor and not as employees and agents of the County.

The Licensor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Licensor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Licensor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Licensor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Licensor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Licensor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Licensor and the Project Manager are unable to resolve their difference, the Licensor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to



or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Licensor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Licensor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Licensor. Except as such remedies may be limited or waived elsewhere in the Agreement, Licensor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 25. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Licensor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Licensor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 26. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Licensor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Licensor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Licensor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 27. SUBSTITUTION OF PERSONNEL

In the event the Licensor wishes to substitute personnel for the key personnel identified by the Licensor's Proposal, the Licensor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 28. SUBCONTRACTUAL RELATIONS

a) If the Licensor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Licensor; and the Licensor will not be in any



manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Licensors. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Licensors.

b) The Licensors, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Licensors not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Licensors will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Licensors' obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Licensors shall furnish to the County copies of all subcontracts between Licensors and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Licensors in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Licensors understand and agree that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Licensors for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Licensors. The Licensors accept all risk associated with using this information.

ARTICLE 30. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include but are not limited to:



1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Licensor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Licensor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

Licensor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary

Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



Appendix A – Scope of Services

Appendix B – Payment Schedule

The following is a format of a price schedule that may be incorporated into the agreement, please see the Form B-1 for pricing information requested.



APPENDIX B – PAYMENT SCHEDULE

LICENSED SOFTWARE, MAINTENANCE AND SUPPORT SERVICES

Sample Format

Software License Fee

Software Description	License Term	Fee
	Perpetual	\$

Ongoing Maintenance and Support Service Fees

Software Description	Maintenance Term	Fee
	Annual	\$

Professional Services

Position Description	Hourly Fee
	\$
	\$

* Note: All hourly fees provided in the above table will be paid on a time and material basis.



Exhibit A – County Equipment

Designated Equipment Model / Serial No.	Location of Equipment	Software Version (Currently Employed)

Sample Format

PROPOSAL SUBMISSION PACKAGE
Request for Proposals (RFP) No. 742
RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

In response to the Solicitation, Proposer shall **RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE** as follows:

1. Form A-1, Cover Page of Proposal

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Affidavits/Acknowledgements

Complete and sign the following forms:

Form A-2, Lobbyist Registration for Oral Presentations

Form A-3, Acknowledgement of Addenda

Form A-4, Local Business Preference

Form A-5, Proposer's Disclosure of Subcontractors and Suppliers

Form A-6, Fair Subcontracting Policies

4. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Submit in hardcopy format an unbound original, complete Proposal Submission Package and nine (9) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) as well as, one complete electronic version of the proposer's response in a sealed envelope/container addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RFP No.:
RFP Title:
Proposal Due Date:

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: () _____	FAX: () _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (Explain): _____		
IF CORPORATION:		
Date Incorporated/Organized: _____ State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:		
A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.		
☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.		
CRIMINAL CONVICTION DISCLOSURE:		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
PROPOSER'S AUTHORIZED SIGNATURE		
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.		
THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

PROPOSER INFORMATION

RISK MANAGEMENT SYSTEM SPECIFICATIONS QUESTIONNAIRE

1. Technical Architecture:

1.1 The County will consider a robust RMIS solution that can be installed and integrated on County servers (Microsoft Windows with Microsoft IIS, IBM AIX, or IBM OS/400) or offered as a hosted or Software-as-a-Service (SaaS) model. The County also supports Microsoft SQL Server, Oracle, and IBM OS/400 DB databases, the Microsoft .Net framework, and Microsoft Reporting Services. The RMIS must have the ability to interface with other County applications through custom APIs or web services as defined in Section 2 of RFP.

Please provide a descriptive narrative of the proposed software solution platform. If you are offering a hosted or an SaaS solution please describe the core application framework and your hosting center, with respect to location, security, disaster recovery, and service-level reliability. If you are proposing software to be installed on County servers, please detail the hardware, operating system software, and communication infrastructure requirements. If Proposer does not have the capability of hosting the proposed software solution it must provide a proposed third party solution and associated price on Price Schedule ("Application and Database hosting charges"). For both hosted and installed solutions, please identify the RMIS underlying programming language, database, available modules, and interface connectors.

1.2 Please provide a description of all available solution modules native to your proposed solution, as well as any third-party add-ons that may be required to fulfill the County's risk management software, workflow, interfaces, and reporting requirements.

1.3 Please check the platform(s) of the proposed solution. Check all appropriate boxes.

- | | | |
|---|---|---|
| ☐ Mainframe based | ☐ 2-Tier Client/Server | ☐ 3-Tier Client/Server |
| ☐ UNIX | ☐ SUN Solaris | ☐ Windows OS |
| ☐ Windows and IIS | ☐ OS/400 (AS/400) | |
| ☐ Other (Please Specify) | | |

1.4 What is the core database? Check all appropriate boxes.

- | | | |
|---|---|---|
| ☐ IBM DB2/UDB | ☐ Oracle Version(s) | |
| ☐ MS SQL Server 2000 | ☐ MS SQL Server 2005 | ☐ MS SQL Server 2008 |
| ☐ Sybase | ☐ IBM AS/400 DB2 | |
| ☐ Other _____ | | |

1.5 What is the source code language the core application is developed in? Check all appropriate boxes.

- | | |
|--|---|
| ☐ MS .Net Framework | ☐ Oracle Forms _____ |
| ☐ Java/J2EE | ☐ PowerBuilder |
| ☐ COBOL | ☐ Visual Basic |
| ☐ Other _____ | |

1.6 What is the software access method? Check all appropriate boxes.

- ☐ Hosted solution; the application and database will not be installed on County servers.
☐ The application and database will be installed on County servers.

1.7 If the application and database will be installed on County servers, please list all required hardware and system software specifications to accommodate production, testing/staging, training, and back-up/disaster recovery environments.

1.8 Please explain client-side hardware and software specifications, checking all appropriate boxes.

- ☐ Clients can access the application through Internet Explorer 7.0 or higher.
☐ Client components will be installed on user workstations.
☐ The system can integrate with the client's LDAP (MS Active Directory) components for single sign-on.
☐ Other _____

1.9 Please describe the version locking mechanism and security procedures that prevent simultaneous users from editing the same record at the same time.

1.10 Please describe the audit trail for changes to a record, .e.g., does the system timestamp each user who creates or updates a record; is only the last update recorded; or no audit trail is maintained.

1.11 Please describe what data the audit trail would capture and how it can be accessed and viewed.

1.12 Please describe recommended testing new release, backup and recovery procedures.

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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2. Security/System Administration:

- 2.1 The County requires the ability to create numerous user groups each with distinct read/write/view only capabilities to predefined sections of the system, report groups, or data subsets. Groups may be defined based on departments, locations, job titles, responsibilities, or other criteria, to be determined. Group privileges may provide or restrict access to functions such as claim entry, payment entry, vendor management, check issuance and approval, and other functions. The administrative security panels should accommodate multidimensional needs, providing the administrator with the ability to expand or restrict the access privileges of individual users within a group.

Please describe in detail how your system can meet this requirement and offer a comprehensive, flexible security management tool.

- 2.2 Describe the external security features (e.g., https, encryption, ID lockouts, digital certificates) used to prevent unauthorized login attempts.
- 2.3 Does the County have the ability to define mandatory data fields? ☐ ☐ ☐ ☐
- 2.4 Does the County have the ability to create County-defined business rules relating to data fields and program logic (e.g., coding a general liability claim as "GL" resulting in an automatic initial GL reserve, pre-defined by the County but set by the application)? ☐ ☐ ☐ ☐
- 2.5 Are the number of County-defined mandatory fields limited? And if so, please provide details on the limitations ☐ ☐ ☐ ☐
- 2.6 Are there levels of definition for fields that are:
- a) Mandatory (create a County-defined field which must be completed before going further)? ☐ ☐ ☐ ☐
- b) Dependent (create a County-defined field which requires completion before a payment can be made or some other condition is met)? ☐ ☐ ☐ ☐
- c) Optional (create a field that should be completed but may be by-passed)? ☐ ☐ ☐ ☐
- d) Can the level of definition for fields change, based upon the level of the location within the hierarchy (e.g., creating a separate "County" level with different field definitions from other "Corporate" level locations)? ☐ ☐ ☐ ☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
2.7	Can security/authority levels be changed easily (e.g., within this module) by the County?	☐	☐	☐	☐
a)	Can the security/authority profile be duplicated and then modified to provide for efficient addition of new users?	☐	☐	☐	☐
2.8	Does the application allow reserve authority to be adjusted at the County's direction?	☐	☐	☐	☐
2.9	Does the system, through security or other methods, separate non-discoverable information, or isolate sensitive claims from being reviewed by anyone other than the adjuster, management or the County attorney?	☐	☐	☐	☐
2.10	Does the system, through security or other methods, restrict printing on view-only roles?	☐	☐	☐	☐
2.11	Does the system, through security or other methods, notify a County administrator when an unauthorized network intrusion has been detected?	☐	☐	☐	☐
2.12	Does the system, through security, have restrictions on deleting claims?	☐	☐	☐	☐
2.13	Does the application provide the capability to restrict, users from accessing certain sections and functions, (e.g. payments, claim/incident entry, notes/comments, and diaries?)	☐	☐	☐	☐
2.14	Does the system track and report on the frequency of user logons/authorizations by user?	☐	☐	☐	☐
2.15	Does the application have an initial logon password?	☐	☐	☐	☐
a)	Can the logon password be made time sensitive?	☐	☐	☐	☐
b)	Can the users change their passwords independent of the administrator?	☐	☐	☐	☐
c)	Can the application prohibit logon after a County-defined number of unsuccessful attempts?	☐	☐	☐	☐
d)	Can the application restrict the use of user ID's or common names as passwords?	☐	☐	☐	☐
e)	Does the application contain a strength of password indicator?	☐	☐	☐	☐
f)	Does the application allow the use of alpha, numeric and special characters in passwords?	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
2.16	Does the application automatically log-off a user's session with no activity in a specified period of time?	☐	☐	☐	☐
a)	Does the application alert the user before logging the user off?	☐	☐	☐	☐
2.17	Does the application have the capability to track users signing onto the system from the County's VPN?	☐	☐	☐	☐
a)	Can the application restrict specified users from signing onto the system from a non-county network?	☐	☐	☐	☐
b)	Can the application track the users IP address?	☐	☐	☐	☐
On-Line Help:					
2.18	Does the system have on-line help?	☐	☐	☐	☐
a)	If yes, are on-line help upgrades available?	☐	☐	☐	☐
2.19	Will the vendor edit the on-line Help information to accommodate instructions on using the County's customized fields?	☐	☐	☐	☐
2.20	Is there an on-line Help screen specific to each module of the application?	☐	☐	☐	☐
a)	Is the on-line Help context sensitive?	☐	☐	☐	☐
b)	Does Help respond to natural language query?	☐	☐	☐	☐
2.21	Can the County modify/customize/add to on-line Help information to address any customization they might make?	☐	☐	☐	☐
a)	Will the contractor modify Help content to address customizations made to the proposed system before Go-Live?	☐	☐	☐	☐
2.22	Does the application have error-driven Help messages on each screen?	☐	☐	☐	☐
2.23	Does the application have a frequently asked question (FAQ) section?	☐	☐	☐	☐
a)	Can the County customize the FAQ section?	☐	☐	☐	☐

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3. Workflow and Claim Management:

General Application:

- | | | | | | |
|-----|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 3.1 | Can the application access word processing, spreadsheet, E-mail and other applications via links (DLLs or API Switches)? | ☐ | ☐ | ☐ | ☐ |
| 3.2 | Can the application export in multiple formats, including the most current versions of: | | | | |
| a) | Excel | ☐ | ☐ | ☐ | ☐ |
| b) | Access | ☐ | ☐ | ☐ | ☐ |
| c) | Word | ☐ | ☐ | ☐ | ☐ |
| d) | Comma delimited | ☐ | ☐ | ☐ | ☐ |
| e) | Fixed | ☐ | ☐ | ☐ | ☐ |
| f) | Flat | ☐ | ☐ | ☐ | ☐ |
| 3.3 | Does the application maintain the same character set from copy and paste functions to and from the application and Microsoft Office products? | ☐ | ☐ | ☐ | ☐ |
| 3.4 | Does the application accept "copy and paste" inputs from Microsoft Office products? | ☐ | ☐ | ☐ | ☐ |
| 3.5 | Can the application contain functionality to associate claim/incident with Microsoft Office Outlook? | ☐ | ☐ | ☐ | ☐ |
| 3.6 | Does the application contain functionality to initiate a Microsoft Office Outlook e-mail from within the system? | ☐ | ☐ | ☐ | ☐ |
| 3.7 | Does the application have split screen and split function features? | ☐ | ☐ | ☐ | ☐ |
| a) | Can the proposed system "break-out" a section of a claim screen in order to see another component of the claim? | ☐ | ☐ | ☐ | ☐ |
| b) | Can a user view claim notes and reserve analysis simultaneously? | ☐ | ☐ | ☐ | ☐ |
| c) | Can a user view a claim and a Microsoft Office product or another Windows application simultaneously? | ☐ | ☐ | ☐ | ☐ |
| 3.8 | Does fax capability exist (in-bound and out-bound) from within the application, or through an interface with a third-party fax application? | ☐ | ☐ | ☐ | ☐ |
| a) | Does the system, through security or other methods, restrict faxing on view-only roles? | ☐ | ☐ | ☐ | ☐ |

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
b)	If so, please describe the fax software (e.g., built-in or recommended third-party fax server software)				
3.9	Does the application have a consistent calendar pull-up associated with each date field?	☐	☐	☐	☐
3.10	Does the application allow the County to create and maintain a rules engine or triggers that automate functions as initiated by system dates and claim management activities?	☐	☐	☐	☐
3.11	Does the application contain worksheets specifically designed to allow calculation of all workers' compensation benefits in accordance with Florida rules and regulations?	☐	☐	☐	☐
3.12	Does the application contain the functionality to design a "start-up" page where the user can customize to best suit their needs?	☐	☐	☐	☐
3.13	Does the application contain the functionality to define a "start-up" and claim information page view by user role?	☐	☐	☐	☐
3.14	Does the application contain a "Dash-Board" feature that can be formatted for specific roles, containing pre-defined information related to the users' individual tasks or management needs?	☐	☐	☐	☐
3.15	Does the application contain the functionality to define user-specific notes/comments not captured or attached to a claim file or accessible by any other user similar to an electronic "sticky" note?	☐	☐	☐	☐
3.16	Does the application contain the ability to manage the required information and report to the Centers for Medicare and Medicaid Services in order to satisfy the Medicare Secondary Payer Mandatory Reporting requirement?	☐	☐	☐	☐
3.17	Does the system contain the functionality to communicate system-wide information to all users from within the application? (Alert pop-up and a banner style scrolling across the screen)	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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3.18 Does the application contain the functionality to attach a wide variety of electronic formats to a specific claim/incident, policy information or vendor? ☐ ☐ ☐ ☐

3.19 Does the application contain the functionality to allow the electronic files to be categorized into "Folders" by type and organized to the users needs? ☐ ☐ ☐ ☐

Claim/Incident Indexing: (Search)

3.20 Does the application have the functionality to search and index claims and incidents using a wide range of data elements?

a)	Claimant Name	☐	☐	☐	☐
b)	Date of Incident	☐	☐	☐	☐
c)	Claimants Date of Birth	☐	☐	☐	☐
d)	Social Security Number	☐	☐	☐	☐
e)	Employee Number	☐	☐	☐	☐
f)	Docket/Case Number	☐	☐	☐	☐
g)	Adjusters Name	☐	☐	☐	☐
h)	Location of Accident	☐	☐	☐	☐
i)	Department/Location	☐	☐	☐	☐
j)	Coverage	☐	☐	☐	☐
k)	County Driver	☐	☐	☐	☐
l)	Vehicle Identification Number (VIN)	☐	☐	☐	☐

3.21 Does the application have search capability using partial strings using the "starts-with" feature; "wildcards" and "sounds-like"? ☐ ☐ ☐ ☐

3.22 Does the application have the functionality to define screens that are coverage specific?

a)	Auto Liability	☐	☐	☐	☐
b)	General Liability	☐	☐	☐	☐
c)	Medical Malpractice	☐	☐	☐	☐
d)	Police Liability	☐	☐	☐	☐
e)	Property	☐	☐	☐	☐
f)	Workers' Compensation	☐	☐	☐	☐

3.23 Does the application have the functionality to define screens that are incident only?

a)	Auto Liability	☐	☐	☐	☐
b)	General Liability	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
c)	Medical Malpractice	☐	☐	☐	☐
d)	Police Liability	☐	☐	☐	☐
e)	Property	☐	☐	☐	☐
f)	Workers' Compensation	☐	☐	☐	☐
3.24	Can the application provide a County-defined confidentiality and non-disclosure acknowledgement screen that must be agreed to before a user can access the system?	☐	☐	☐	☐
3.25	Can the County create user-defined, drop-down menus for wide variety of County defined codes?	☐	☐	☐	☐
3.26	Does the application collect the following claim data? (Please refer to attached list). Attach list of data elements	☐	☐	☐	☐
3.27	Can data entry fields be designated as "narrative" versus drop-down fields?	☐	☐	☐	☐
3.28	Can additional fields be added to collect County-defined data, at the County's discretion after installation?	☐	☐	☐	☐
a)	Can the County add screens with additional user-defined data fields?	☐	☐	☐	☐
3.29	Can the County create an unlimited number of additional data fields without assistance of vendor programming?	☐	☐	☐	☐
3.30	Does the application have the ability to print or view a report that summarizes claim, legal, financial, and notes/comments information from a specific claim(s)/incident(s)?	☐	☐	☐	☐
3.31	Does the application have the ability to capture information related to County-identified tasks (claim/incident checklist) that have been completed or overdue?	☐	☐	☐	☐
3.32	Can the County change the department/location code definitions/structure without additional vendor programming?	☐	☐	☐	☐
a)	Can the department/location structure record an unlimited number of levels of departmental structure?	☐	☐	☐	☐
b)	Can the location code be changed after setup?	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
c)	Can the system provide the option to move previous payments and financial data to reflect a new location code associated with the claim?	☐	☐	☐	☐
3.33	Does the application contain the functionality to identify and associate contact information selected from a current contact/vendor list and associated with a specific claim?	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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Notes/Comments:

- | | | | | | |
|------|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 3.34 | Does the application have the functionality to associate Microsoft Outlook e-mails to individual claims/incidents specifically to a note/comment? | ☐ | ☐ | ☐ | ☐ |
| 3.35 | Are the comments/notes unlimited in size? | ☐ | ☐ | ☐ | ☐ |
| 3.36 | Is there a spell checker in notes/comments before saving? | ☐ | ☐ | ☐ | ☐ |
| a) | Can the spell checker be expanded to include a medical and legal dictionary? | ☐ | ☐ | ☐ | ☐ |
| b) | Can the spell checker be expanded to include a Thesaurus? | ☐ | ☐ | ☐ | ☐ |
| 3.37 | Are there security restrictions on notes/ comments, such as: | | | | |
| a) | Information is locked after being input and saved by the adjuster to prevent unauthorized deletion of notes? | ☐ | ☐ | ☐ | ☐ |
| b) | Additions to comments/notes are tied to user security | ☐ | ☐ | ☐ | ☐ |
| c) | Only administrators can change comments previously made? | ☐ | ☐ | ☐ | ☐ |
| d) | Does the application notate the edited note/comment with a date stamp and user who made the change? | ☐ | ☐ | ☐ | ☐ |
| 3.38 | Can comments/notes be printed as one note, a series of notes or as a date range? | ☐ | ☐ | ☐ | ☐ |
| 3.39 | Does the application contain the following note/comment functions? | | | | |
| a) | Ability to define note/comment types/categories? | ☐ | ☐ | ☐ | ☐ |
| b) | Ability for the County to define structured forms to be attached to a note/comment type and completed accordingly? | ☐ | ☐ | ☐ | ☐ |

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Diaries/Action Items:

- | | | | | | |
|------|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 3.40 | Does the application have the functionality to associate Microsoft Outlook tasks or calendar events to individual claims/incidents specifically to a diary/action item? | ☐ | ☐ | ☐ | ☐ |
| 3.41 | List the following workflow functions included in the application: | | | | |
| a) | Daily "to do" list for the adjuster | ☐ | ☐ | ☐ | ☐ |
| b) | Diary on a claim specific basis | ☐ | ☐ | ☐ | ☐ |
| c) | Automatic diary for specific reviews (e.g., 30, 60, 90 days) | ☐ | ☐ | ☐ | ☐ |
| d) | Pull-up calendar (click to activate) to set diary dates | ☐ | ☐ | ☐ | ☐ |
| e) | Long-term diary set past the calendar year (e.g. statute of limitations) | ☐ | ☐ | ☐ | ☐ |
| f) | Keyword search in adjuster notes | ☐ | ☐ | ☐ | ☐ |
| g) | Defined diary entry types, groupings or categories to enable rapid search for certain types of entries | ☐ | ☐ | ☐ | ☐ |
| h) | File routing to supervisory levels or to peers at users' discretion | ☐ | ☐ | ☐ | ☐ |
| 3.42 | Can the application automatically prompt adjusters for certain reports or activities, such as: | | | | |
| a) | Initial investigation or 3-point contact report | ☐ | ☐ | ☐ | ☐ |
| b) | Status report | ☐ | ☐ | ☐ | ☐ |
| c) | Claims action plans | ☐ | ☐ | ☐ | ☐ |
| d) | Litigation plans? | ☐ | ☐ | ☐ | ☐ |
| e) | Claimant or attorney report? | ☐ | ☐ | ☐ | ☐ |
| 3.43 | Can the application designate late or missed diaries (by color, time period, etc.) on screen for the adjuster or supervisor on a "to do" list? | ☐ | ☐ | ☐ | ☐ |
| 3.44 | Does the application allow supervisors to set overriding or concurrent diaries with the adjuster? | ☐ | ☐ | ☐ | ☐ |

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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Document Management/Form and Letter Management

- 3.45 The County envisions a template library comprised of forms and letters to facilitate track, and store correspondence with claimants, vendors, and other parties as attachments to the claim file. Please describe how the proposed system can provide the County with this functionality, automating much of the data entry with information stored in the database.
- 3.46 The County envisions that the RMIS will provide the functionality to automate claim/incident management workflow and route claim documentation to individual work queues. Please describe the proposed system's workflow engine, its ability to define and change routing rules, triggers, and alert capabilities, assuring that the County can automate many of the processes associated with claim management.
- 3.47 The County envisions that the RMIS will provide the functionality to scan, index, and distribute incoming mail and other claim/incident-related paper. Please describe how the proposed RMIS will provide the County with the ability to streamline paper distribution, usage, and retention. Please describe your experience with any documents management and/or imaging systems.
- 3.48 Does the application contain the functionality to save the letter and forms created as pdf's and contain the original data stamp for auditing purposes? ☐ ☐ ☐ ☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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Reserves:

- | | | | | | |
|------|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 3.49 | Does the application allow the County to set different reserve authorization levels for adjusters, supervisory, and managerial levels? | ☐ | ☐ | ☐ | ☐ |
| 3.50 | Can the application have County defined coverage specific reserve worksheets? | ☐ | ☐ | ☐ | ☐ |
| a) | Can the worksheet detail for each reserve change be saved for future review/reference on-screen? | ☐ | ☐ | ☐ | ☐ |
| 3.51 | Does the application allow the adjuster to allocate reserves to more than one department/location? | ☐ | ☐ | ☐ | ☐ |
| a) | Can the allocation be by a percentage that is contained in a data field on the reserve screen? | ☐ | ☐ | ☐ | ☐ |
| b) | Can each reserve category (e.g., property damage, bodily injury, medical, indemnity, expense) be allocated to separate departments/locations by percent? | ☐ | ☐ | ☐ | ☐ |

Payments:

- | | | | | | |
|------|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 3.52 | The County requires the ability to automate a multi-level payment approval process, which is based on the amount of the check issued. Please describe how the proposed system could automate and track the payment approval process based on authority levels. | | | | |
| 3.53 | The County envisions the RMIS system will provide a reserve and settlement approval process based on authority levels with auto-escalation to the next level. Please explain how the process would work and how the process could be tracked in the proposed system. | | | | |
| 3.54 | Does the system allow an unlimited number of payees to be associated one draft/check? | ☐ | ☐ | ☐ | ☐ |
| 3.55 | Does the application pay on multiple reserve types and code each payment as defined by the County? | ☐ | ☐ | ☐ | ☐ |
| 3.56 | Does the application allocate payments between different payment types? | ☐ | ☐ | ☐ | ☐ |
| 3.57 | Does the system track the number of days and weeks paid per workers compensation benefit type? | ☐ | ☐ | ☐ | ☐ |
| 3.58 | Does the application have a settlement worksheet that is maintained for future review, even if changes are made again in the future? | ☐ | ☐ | ☐ | ☐ |

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
3.59	Does the application maintain a full (unlimited) transactional history of all types of payments and reserves made?	☐	☐	☐	☐
a)	Is the transaction history easily available?	☐	☐	☐	☐
3.60	Does the application have an on-screen calculator?	☐	☐	☐	☐
3.61	Does the application have the capability to issue vouchers or track other non-monetary type transactions instead of check/drafts?	☐	☐	☐	☐
a)	Does the application record manually issued checks?	☐	☐	☐	☐
b)	Does the application record manually entered debits not related to specific checks or vouchers?	☐	☐	☐	☐
c)	Does the application accommodate positive pay and bank reconciliation?	☐	☐	☐	☐
3.62	Does the application allocate payments to County-selected department/location when requesting a payment?	☐	☐	☐	☐
a)	Can the payments be allocated further to account numbers or specific budgets?	☐	☐	☐	☐
3.63	Does the application allow the adjuster to allocate a single payment to more than one department/location?	☐	☐	☐	☐
a)	Can the allocation be made by a percentage that is contained in a data field on the payment screen?	☐	☐	☐	☐
b)	Can only one check be issued for the full amount of the combined payment?	☐	☐	☐	☐
3.64	Does the system prevent requesting or issuing a check until all mandatory data fields are entered?	☐	☐	☐	☐
3.65	Can additional payments be made on closed files?	☐	☐	☐	☐
a)	Are there any limits (amounts, number of payments, etc.) on payments issues on closed files?	☐	☐	☐	☐
3.66	Can the system prevent requesting or printing a check that would exceed reserves in any reserve category (i.e., creating a negative reserve)?	☐	☐	☐	☐
3.67	Does the system:				
a)	Allow payments to be entered and scheduled for future issuance	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
b)	Prohibit payments to be entered for future release if reserves will be inadequate when they are scheduled for payment	☐	☐	☐	☐
c)	Limit the time or number of payments which can be scheduled in the future?	☐	☐	☐	☐
3.68	Does the system provide a vendor file that allows:				
a)	Multiple claim payments to a single vendor to be paid in total on a single check	☐	☐	☐	☐
3.69	When a claim is re-opened does the system maintain "Life-to-Date" amounts?	☐	☐	☐	☐
3.70	Does the system handle voids, stop payments, and cancelled drafts?	☐	☐	☐	☐
a)	Do "credits" within the system for these actions decrease paid amounts and incurred amounts?	☐	☐	☐	☐
b)	Do the original transactions remain as a record within the system after the action is taken?	☐	☐	☐	☐
3.71	Does the system allow payments to be transferred to other files?	☐	☐	☐	☐
a)	If so, does the originating file retain a record of the transaction?	☐	☐	☐	☐
b)	Does the system restrict authority for this type of action to a specific authority level/person?	☐	☐	☐	☐
3.72	Does the application have the capability to capture the information required to integrate with an Automated Clearing House (ACH) service?	☐	☐	☐	☐

Check-writing

- 3.73 Please describe in detail how the proposed system prepares payment data for check printing, what options are available to group the check print cycles and what reports are available to verify information has been entered correctly and the controls available to balance the total dollar amount of checks issued with the wire transfer to the bank?

Reports

- 3.74 Does the system access any data field within the system to include on an ad hoc report?
- ☐ ☐ ☐ ☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
3.75	Does the system include a user-friendly report writer for ad hoc requests (consider "user friendly" to mean "click, drop and drag" navigation with no requirement for the user to build formulas or shortcuts)?	☐	☐	☐	☐
3.76	Does the system interface with Microsoft Report Writer Services for custom and ad-hoc reporting?	☐	☐	☐	☐
3.77	Does the application have the capability to report on an "as-of" basis?	☐	☐	☐	☐
3.79	Does the system produce all the standardized reports stated in the Scope of Services section of this RFP?	☐	☐	☐	☐
3.80	Does the system export report information to the current version of Microsoft Office Products?	☐	☐	☐	☐
a)	MS Excel?	☐	☐	☐	☐
b)	MS Word?	☐	☐	☐	☐
c)	Adobe Acrobat?	☐	☐	☐	☐
3.81	Does the system develop graphs and/or charts, defined by the user in ad hoc reports?	☐	☐	☐	☐
3.82	Can the format, color, presentation, and/or layout of these graphs or charts be modified at the users' discretion?	☐	☐	☐	☐
a)	Can the users view the report on-line before printing?	☐	☐	☐	☐
3.83	Does the ad-hoc report writer have a feature which alerts the user when a very time-consuming or a potential runaway query/report is processing?	☐	☐	☐	☐
3.84	Does the ad-hoc report writer alert or warn the user when the report results are presenting disparate data that may be potentially confusing or contain duplicate information?	☐	☐	☐	☐
3.85	Is data immediately available for query upon input?	☐	☐	☐	☐
3.86	Does the system automatically accommodate 1099 reporting for?				
a)	Vendors	☐	☐	☐	☐
b)	Attorneys	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
c)	Treating physicians?	☐	☐	☐	☐
d)	Lien holders?	☐	☐	☐	☐
3.87	Does the system suppress issuance of 1099 forms, at the County's discretion?	☐	☐	☐	☐
3.88	Does the system produce a report to forecast future period claim payments based on current open claims and historical experience for budgeting and forecasting purposes?	☐	☐	☐	☐
3.89	Does the system allow the user to define a cost-allocation formula within the application?	☐	☐	☐	☐
a)	Can the user then develop a cost allocation report, based upon incurred, paid or reserves, expenses, premium, exposure information and location information?	☐	☐	☐	☐
b)	If so, can the County add "load-factors" to this formula?	☐	☐	☐	☐
3.90	Does the application have the functionality to produce a workers' compensation cost of risk allocation report that uses a 3 year loss triangle with an actuarial split of 80/20 preloaded with department total man-hours and a premium range to calculate an allocation range?	☐	☐	☐	☐
a)	Can the County edit the parameters used to process a report of this type?	☐	☐	☐	☐
b)	Please describe in detail how the proposed system would compile a report of this nature.				
c)	How long is the duration in processing the report?				
d)	Please provide a copy of the report with applicable parameters.				

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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Claim Intake

- 3.91 Please describe the new claim/incident reporting process for the proposed system and if it is designed to work with a call center.
- 3.92 Please explain if the proposed system's intake process guides (i.e., menu-driven, wizard) the user through appropriate screens based on the type of loss being reported and if users can be restricted by authority to only those appropriate intake screens.
- 3.93 Please include the proposed systems ability to automatically generate letters, forms, reports based on new claims being entered.
- 3.94 Does the application have an incident reporting application separate from the claim intake module? ☐ ☐ ☐ ☐
- a) Can the County develop a custom report form for incidents and a separate one for claim reports? ☐ ☐ ☐ ☐
- b) Can the incident report form vary from department to department? ☐ ☐ ☐ ☐
- 3.95 Can an incident be updated with new information without changing its designation from an incident to a claim? ☐ ☐ ☐ ☐
- 3.96 Can the application designate a "claim" type(s) as the only record type(s) that can be reserved or have payments? ☐ ☐ ☐ ☐
- 3.97 Can the application change an incident to a claim?
- a) Can the initial "incident" designation be tracked on converted claims so that a report can be run on the number of incidents that become claims? ☐ ☐ ☐ ☐
- 3.98 Does the application tie multiple claimants/claims to a single occurrence, event, or incident? ☐ ☐ ☐ ☐
- a) Tie multiple claims to a primary claim number? ☐ ☐ ☐ ☐
- 3.99 Does the application tie similar types of claims to a master file, by department even if the claims have different dates of loss? ☐ ☐ ☐ ☐
- 3.100 Does the application automatically assign a claim number? ☐ ☐ ☐ ☐
- a) Does the application accept a user-defined, or a pre-existing number? ☐ ☐ ☐ ☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
b)	Does the application also accept a secondary claim number or "case" number in a related field?	☐	☐	☐	☐
c)	Can the claim type be changed during the life of the claim, without duplicating the claim record?	☐	☐	☐	☐
d)	Does the application prevent the user from manually entering or changing a claim number based on security or authority levels?	☐	☐	☐	☐
3.101	Does the application automatically check for duplicate claim/incident intakes (before completing setup of a new claim) based upon a combination of the following:				
a)	Claimant name	☐	☐	☐	☐
b)	Date of loss	☐	☐	☐	☐
c)	Employee name	☐	☐	☐	☐
d)	Employee Id	☐	☐	☐	☐
e)	Social security number	☐	☐	☐	☐
f)	Date of birth	☐	☐	☐	☐
g)	Coverage	☐	☐	☐	☐
h)	VIN	☐	☐	☐	☐
3.102	If duplicate or similar claims are identified, does the system provide the user with an on-screen "list" of the potential duplicate claim matches?	☐	☐	☐	☐
3.103	Can the user override the duplicate file setup restrictions?	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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WC EDI

3.104 Please describe how the proposed software solution can provide the County with comprehensive, compliant workers' compensation EDI reporting capabilities.

WC Medical Bill Review:

3.105 Please explain how the proposed system can support the medical bill process for Florida workers' compensation. Your explanation should include how your system would manage the following:

- a) Upload bills to the system
- b) Reduce bills to proper fee schedule, and network partner and/or contracted rates
- c) Produce EOB/EOR's for each bill
- d) Error correction process
- e) Workflow management capability to automate the transition of bills through each step of the process including adjuster approval or denial;
- f) Ability to track each step of the process to permit queries on bill status,
- g) Track all data required for statutory EDI transmission.

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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Interfaces:

- | | | | | | |
|-------|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 3.106 | Does the system have the capability to interface with the County's Personnel and Payroll system to view employee payroll, demographic and time/leave information related to a WC claim for benefits)? | ☐ | ☐ | ☐ | ☐ |
| 3.107 | Does the application have the capability to interface with the County's Subrogation Management System essentially providing full read/write functionality? | ☐ | ☐ | ☐ | ☐ |
| 3.108 | Does the application have the capability to interface with the County's Attorney's office litigation management system? (Client Profile) | ☐ | ☐ | ☐ | ☐ |
| 3.109 | Does the application have the functionality to integrate with the County's contracted bank; to transmit data files related to "Positive Pay" and receive a cleared check file? | ☐ | ☐ | ☐ | ☐ |
| 3.110 | Does the application have the capability to update an individual claim with payment history based on a "Clear Check" file from the County's contracted bank? | ☐ | ☐ | ☐ | ☐ |
| 3.111 | Does the application have the capability to transmit an eligibility file and to receive a payable file from the County's pharmacy management company? | ☐ | ☐ | ☐ | ☐ |
| 3.112 | Does the application have the capability to receive an employee demographic file from the County's Human Resources department? | ☐ | ☐ | ☐ | ☐ |
| 3.113 | Does the application have the capability to transmit the employee workers' compensation eligibility file to the County's Human Resources department? | ☐ | ☐ | ☐ | ☐ |
| 3.114 | Does the application have the functionality to integrate with an Automated Clearing House (ACH)? | ☐ | ☐ | ☐ | ☐ |
| 3.115 | Does the application have the functionality to interface with the Insurance Service Office (ISO) to provide reporting and inquiry capabilities? | ☐ | ☐ | ☐ | ☐ |

Performance management:

- 3.116 Does the application contain the functionality to support/automate claim reviews based upon templates

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
	provided by the County? (The claim review components should be available in the Dash-Board)	☐	☐	☐	☐
3.117	Does the application send a warning notice when reserves have been changed more frequently than a pre-set, user-defined parameter (i.e., to prevent stair-stepping reserves)?	☐	☐	☐	☐
a)	Does the application have the ability to identify and report when a paid to reserve ratio reaches a County defined level?	☐	☐	☐	☐
3.118	Can the application provide management/supervisors with diary tracking or oversight capabilities, such as:				
a)	Tracking elapsed time to process the claim (open to closed, open to settlement, etc.)	☐	☐	☐	☐
b)	Creating an exception report on claims that are assigned to adjusters that are lacking initial diaries or that are off diary?	☐	☐	☐	☐
c)	Does the application allow supervisory work load monitoring through either on-line query or by ad hoc reports?	☐	☐	☐	☐
Legal Information:					
3.119	Does the system track all litigation activities on a claim specific basis?	☐	☐	☐	☐
3.120	Does the system allow for case planning by:				
a)	Placing separate reserves for discovery, trial and expenses?	☐	☐	☐	☐
b)	Setting automatic diaries for answering suit papers, interrogatories, discovery, or other milestones?	☐	☐	☐	☐
c)	Posting a litigation plan in notes/comments or within the litigation module	☐	☐	☐	☐
3.121	Does the system breakdown litigation expenses/fees to:				
a)	Professional fees	☐	☐	☐	☐
b)	Overhead (telephone, copying, etc.)	☐	☐	☐	☐
c)	Depositions	☐	☐	☐	☐
d)	Hearings	☐	☐	☐	☐
e)	Interrogatories	☐	☐	☐	☐
f)	Case reviews	☐	☐	☐	☐
g)	Summary judgments/appeals	☐	☐	☐	☐
h)	Mandatory settlement conferences	☐	☐	☐	☐
i)	Copy costs	☐	☐	☐	☐
j)	Outside/special investigations	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
k)	Background checks	☐	☐	☐	☐
m)	Expert fees	☐	☐	☐	☐
n)	"Other Costs" (e.g., transcripts, consultants, etc.)?	☐	☐	☐	☐
3.122	Does the system capture data related to the following legal events and participants?				
a)	Defense attorney(s)	☐	☐	☐	☐
b)	Plaintiff attorney(s)	☐	☐	☐	☐
c)	County attorney(s)	☐	☐	☐	☐
d)	Principal claimant (class action suits)	☐	☐	☐	☐
e)	Specific case claimant	☐	☐	☐	☐
f)	Mandatory Settlement Conference	☐	☐	☐	☐
g)	Order to Show Cause	☐	☐	☐	☐
h)	Motion for Summary Judgment	☐	☐	☐	☐
i)	Trial	☐	☐	☐	☐
j)	Summons and Complaint Notice	☐	☐	☐	☐
k)	Discovery	☐	☐	☐	☐
l)	Deposition	☐	☐	☐	☐
m)	Appeal	☐	☐	☐	☐
n)	Settlement Valuation	☐	☐	☐	☐
o)	Cross Complaints	☐	☐	☐	☐
p)	Filing Categories	☐	☐	☐	☐
q)	Defendants	☐	☐	☐	☐
r)	Alternate Dispute Resolution	☐	☐	☐	☐
s)	Case Plans	☐	☐	☐	☐

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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Policy Tracking:

3.123 Does the system assist in determining the appropriate department/location by:

- a) Determining which department/location covers a claim (based on claim type, department location, loss data, coverage trigger, etc.)
- b) Identifying applicable department retentions
- c) Automatically filling in department/location information for the adjusters' review?

☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

3.124 Does the system record insurance information, such as:

- a) Coverage type
- b) Limits
- c) Retentions/deductibles
- d) Sub-limits
- e) Specific excess
- f) Aggregates
- g) Premium
- h) Policy period dates?

☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

3.125 Does the system monitor aggregate/specific excess limits by:

- a) Sending a warning message when the County defined percentage of the excess/aggregate or SIR limit is consumed for each fund year, regardless of the year the claim is made
- b) Distinguishing between payments that may or may not apply to aggregate limits
- c) Prompting users to notify the designated excess carrier or reinsurer?

☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

3.126 Does the system track losses through coverage layers?

☐	☐	☐	☐
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3.127 Does the system provide asset tracking capabilities (i.e., listing property/vehicles, identification numbers and values) for buildings, vehicles, etc.?

☐	☐	☐	☐
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3.128 Does the system total all deductibles and retentions for each policy year?

☐	☐	☐	☐
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Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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4. Support and Maintenance:

- 4.1 In a concise narrative, please demonstrate your ability and proposed methodology to provide long-term support and maintenance for the new RMIS solution. Support shall include considerations such as warranties against "bugs" and functional deficiencies, remedies for any performance issues, and user and technical support, including response times to critical service issues. The proposer will also demonstrate its ability and methodology to provide version upgrades to production systems. Items may include:
- a) Patches.
 - b) Release notes, updated documentation, updated online help.
 - c) Additional training.
 - d) Changes to legislative requirements.
 - e) Customer-driven changes either reflecting functional deficiencies identified by the County or new business or reporting requirements identified by the County.
- 4.2 Please describe your user support ("help desk") options, including phone and email support during normal business hours as well as off-hours/weekends/holidays. In addition, please describe your capabilities to (1) develop custom modules for the County on an as-needed basis; (2) develop custom interfaces to County applications through APIs, web services, and integration brokers; and (3) create new "standard" reports.

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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5. Implementation Methodology:

- 5.1 The County expects the selected proposer to provide a high level of leadership, expertise, project management (by a PMI-certified project manager), and an overall consistently high level of service throughout the project lifecycle. Please provide a detailed narrative of your approach or methodology that addresses each of the project components defined in the Scope (Section 2 of RFP) and restated below.

Software Lifecycle Services

1. Prepare hosting infrastructure (if hosted on County servers).
2. Solution installation on County Servers (if applicable).
3. System configuration.
4. Customization.
5. Interface development/integration through web services.
6. Testing.
7. Reporting samples and cross-walks.
8. Output verification.
9. User Acceptance Testing.
10. Training (Please cross-reference the detailed response in Question 15).
11. Cutover to production and turnover to the County's systems group (for installed solutions).
12. Maintenance and Technical Support Services

Data Migration

The County currently has approximately 34 years of electronic claims history and other data in the CS Star Risk Management System that must be converted and integrated into the new system. The selected proposer must provide the technical expertise and resources to perform the following tasks and any other tasks the selected proposer proposes to accomplish the data conversion goals:

1. Mapping/cross-walk with CS Stars.
2. Data review and cleansing.
3. Upload/migration of historical data.
4. Archive old data.
5. Data exception review.
6. Data validation and testing.
7. Reconciliation of exception data.
8. Data validation and retesting.
9. Cutover to production.

Other

1. Change control processing.
2. Status Reporting.
3. Stakeholder Meetings.
4. Business Workflow.

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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- 5.2 In addition to your narrative, provide a detailed project plan with a timeline of deliverables, proposed staff, and County personnel needed to accomplish a successful RMIS implementation and data conversion project. Please provide résumés of key personnel available for the lifecycle of the project.

Testing:

- 5.3 The County expects the selected proposer to provide a thoroughly tested RMIS system before go-live implementation, to provide normal maintenance and critical fixes, and to provide functionality for new releases. Please provide a detailed narrative of your approach or methodology that addresses each of the system testing components.

1. System
2. Performance
3. Data integrity
4. Integration
4. Recovery
5. Functionality and Security
6. Parallel or Concurrent

Training Methodology:

- 5.4 As indicated in the Scope of Services, the County requires comprehensive training on the new system for technical, administrative, and business users of all levels (management, claim adjusters, attorneys, clerical persons, etc.). Training should occur at the County's office in downtown Miami and should comprise a combination of "train-the-trainer" and direct training of users in small groups with a minimum commitment of 120 onsite training hours with a not to exceed 125 users.

The County also requires hard copy and electronic training manuals, user manuals, and system administrator manuals. Screen appropriate online help should be available. Computer Based Training (CBT) automated training, release notes, updates to manuals, and online help updates are required for upgrades, patches, and new versions. The County also reserves the right to buy additional blocks of training hours as needed.

Please describe your ability to satisfy this requirement and demonstrate your recommended approach.

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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6.0 Proposer's Experience and Past Performance

- 6.1 Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
- 6.2 Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
- 6.3 List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Section	Specification/Question	Included in Base System	Custom at No Additional Cost	Custom at Additional Cost	Not Available
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7.0 Key Personnel and Subcontractors Performing Services

- 7.1 Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
- 7.2 List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
- 7.3 Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

8.0 Exceptions

- 8.1 Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Form A-2

**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County **MUST** register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
 by _____, a _____, who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
 to me or who has produced _____ as identification and who did/did not take an oath.

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank)

 (Serial Number, if any)

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201____

Addendum #2, Dated _____, 201____

Addendum #3, Dated _____, 201____

Addendum #4, Dated _____, 201____

Addendum #5, Dated _____, 201____

Addendum #6, Dated _____, 201____

Addendum #7, Dated _____, 201____

Addendum #8, Dated _____, 201____

Addendum #9, Dated _____, 201____

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4**LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's
Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

FAIR SUBCONTRACTING POLICIES (Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

FORM B-1
PRICE PROPOSAL SCHEDULE



RMIS Vendor		Implementation Period (prior to system acceptance)	Year 1	Year 2
Application Software License 120 Users Please indicate in detail the method in which the licensing fees are calculated. (1) Enterprise (2) User	Software and Database	\$ -	\$ -	n/a
	Additional Module Fees not included in base system	\$ -	\$ -	n/a
	Third party software (if required)	\$ -	\$ -	n/a
	Optional Module Fees not referenced in RFP	\$ -	\$ -	n/a
Annual Software Maintenance Fee	Please indicate annual percentage	n/a	\$ -	\$ -
Database Conversion and Migration Charges	Current RMIS application data	\$ -	n/a	n/a
	Internal RiskLog application data referenced in RFP	\$ -	n/a	n/a
Application Customization Costs	As indicated in RFP response	\$ -	n/a	n/a
Software Escrow Costs	As indicated in RFP response	n/a	\$ -	\$ -
Interface Cost as indicated in the RFP - Personnel and Payroll System	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Contracted Banking System	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Pharmacy Benefits Management	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - HR Department Employee Demographic Data Eligibility File	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Index Bureau (ISO)	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -



RMIS Vendor		Implementation Period (prior to system acceptance)	Year 1	Year 2
Interface Costs as indicated in the RFP - Subrogation Management	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Litigation Management System	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Medicare Secondary Payer Mandatory Reporting	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Installation & Implementation Charges	As indicated in the RFP	\$ -	n/a	n/a
Project Management Costs	As Indicated in the RFP	\$ -	n/a	n/a
Configuration and Design Costs	Configure screens, reports, modules, and client specific items	\$ -	n/a	n/a
Training Costs	Onsite training - 120 hours	\$ -	n/a	n/a
Education Material Costs	As indicated in the RFP	\$ -	n/a	n/a
Designated Helpdesk and Maintenance Support	Business day support (7:00 AM through 5:00 PM - Eastern Time Zone)	n/a	\$ -	\$ -
	After hours, holiday, and weekend support		\$ -	\$ -
Application and Database Hosting Charges	As indicated in the RFP	n/a	\$ -	\$ -
Value Added Costs	Please indicate in detail any additional materials or services that are required to operate the proposed solution and not listed in the RFP.	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -

RMIS Vendor		Year 3	Year 4	Year 5
Application Software License 120 Users Please indicate in detail the method in which the licensing fees are calculated. (1) Enterprise (2) User	Software and Database	n/a	n/a	n/a
	Additional Module Fees not included in base system	n/a	n/a	n/a
	Third party software (if required)	n/a	n/a	n/a
	Optional Module Fees not referenced in RFP	n/a	n/a	n/a
Annual Software Maintenance Fee	<i>Please indicate annual percentage</i>	\$ -	\$ -	\$ -
Database Conversion and Migration Charges	Current RMIS application data	n/a	n/a	n/a
	Internal RiskLog application data referenced in RFP	n/a	n/a	n/a
Application Customization Costs	As indicated in RFP response	n/a	n/a	n/a
Software Escrow Costs	As indicated in RFP response	\$ -	\$ -	\$ -
Interface Cost as indicated in the RFP - Personnel and Payroll System	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Contracted Banking System	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Pharmacy Benefits Management	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - HR Dept, Employee Demographic Data	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - HR Dept, WC Eligibility File	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Index Bureau (ISO)	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -

RMIS Vendor		Year 3	Year 4	Year 5
Interface Costs as indicated in the RFP - Subrogation Management	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Litigation Management System	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Medicare Secondary Payer Mandatory Reporting	Interface Development	n/a	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Installation & Implementation Charges	As indicated in the RFP	n/a	n/a	n/a
Project Management Costs	As Indicated in the RFP	n/a	n/a	n/a
Configuration and Design Costs	Configure screens, reports, modules, and client specific items	n/a	n/a	n/a
Training Costs	Onsite training - 120 hours	n/a	n/a	n/a
Education Material Costs	As indicated in the RFP	n/a	n/a	n/a
Designated Helpdesk and Maintenance Support	Business day support (7:00 AM through 5:00 PM - Eastern Time Zone)	\$ -	\$ -	\$ -
	After hours, holiday, and weekend support	\$ -	\$ -	\$ -
Application and Database Hosting Charges	As indicated in the RFP	\$ -	\$ -	\$ -
Value Added Costs	Please indicate in detail any additional materials or services that are required to operate the proposed solution and not listed in the RFP.	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -



RMIS Vendor		Implementation Period (prior to system acceptance)	Year 1	Year 2
Interface Costs as indicated in the RFP - Subrogation Management	Interface Development	\$	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$	\$	\$
Interface Costs as indicated in the RFP - Litigation Management System	Interface Development	\$	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$	\$	\$
Interface Costs as indicated in the RFP - Medicare Secondary Payer Mandatory Reporting	Interface Development	\$	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$	\$	\$
Certificate Application	As indicated in the "Optional Functionality" section of the RFP	\$	n/a	n/a
Subrogation Application	As indicated in the "Optional Functionality" section of the RFP	\$	n/a	n/a
Policy Tracking	As indicated in the "Optional Functionality" section of the RFP	\$	n/a	n/a
Total		\$	\$	\$



RMIS Vendor		Year 3	Year 4	Year 5
Interface Costs as indicated in the RFP - Subrogation Management	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Litigation Management System	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Interface Costs as indicated in the RFP - Medicare Secondary Payer Mandatory Reporting	Interface Development	\$ -	n/a	n/a
	Ongoing costs related to interface data transmissions (if applicable)	\$ -	\$ -	\$ -
Certificate Application	As indicated in the "Optional Functionality" section of the RFP	\$ -	n/a	n/a
Subrogation Application	As indicated in the "Optional Functionality" section of the RFP	\$ -	n/a	n/a
Policy Tracking	As indicated in the "Optional Functionality" section of the RFP	\$ -	n/a	n/a
Total		\$ -	\$ -	\$ -

**Form B-1
Price Proposal Schedule**

RFP 742 Risk Management Information System

Submit pricing on this Form B-1 "Price Proposal Schedule", and in the manner stated herein.

Notes:

- 1) The Price Proposal shall be included with the proposal in the number of copies that is requested in the Proposal Submission Package.
- 2) The Proposer shall state its price to provide the RMIS, on a non-exclusive basis, all in accordance with terms and conditions of RFP No. 742, as follows:

Proposer: _____

Authorized Signature: _____

Print Name & Title: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____

